

REQUEST FOR PROPOSAL

Missouri Department of Corrections
Contract Coordination and Management Unit
2729 Plaza Drive, P.O. Box 236
Jefferson City, MO 65102

AMENDMENT #003

RFP 57080069

Legal Library Research Resources

All Correctional Centers, Statewide

Contract Period: Date of Award through 12 months

Date of Issue: January 12, 2006

Page 1 of 2

Proposals Must be Received No Later Than:

2:00 p.m., January 26, 2006

For information pertaining to this RFP contact:

Joan M. Wilson, Contract Coordinator

Telephone: 573-526-6494

Fax: (573) 522-8407

Joan.Wilson@doc.mo.gov

**Services procured for the
Missouri Department of Corrections
Division of Offender Rehabilitative Services
P.O. Box 236
Jefferson City, MO 65102**

PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at 9.00 a.m. on December 14, 2005 at the Missouri Department of Corrections, Department of Corrections-Central Office, DORS Conference Room, 2729 Plaza Drive, Jefferson City, MO. Attendance is not required to submit a proposal; however, all offerors are encouraged to attend since information related to the RFP will be discussed in detail.

Proposals must be delivered to the Department of Corrections, Contract Coordination and Management Unit, 2729 Plaza Drive, P.O. Box 236, Jefferson City, Missouri 65102. The offeror should clearly identify the RFP number on the lower right or left-hand corner of the container in which the proposal is submitted to the Department. This number is essential for identification purposes.

We hereby agree to provide the services and/or items, at the price quoted, pursuant to the requirements of this document and further agree that when this document is countersigned by an authorized official of the Missouri Department of Corrections, a binding contract shall exist. The authorized signer of this document certifies that the contractor (named below) and each of its' principals are not suspended or debarred by the federal government from providing any service requirements outlined herein.

Name: _____

Mailing Address: _____

City, State Zip: _____

Telephone: _____ State Vendor Number: _____

Federal Taxpayer ID Number: _____ Business Name as Filed with IRS: _____

Authorized Signature: _____

Proposal Date

Authorized Signer's Printed Name and Title

NOTICE OF AWARD:

This proposal is accepted by the Department of Corrections as follows:

Contract No. _____

Division Director

Date

Director, Dept. of Corrections

Date

Amendment #003 for RFP 57080069

Title: Legal Library Research Resources

Contract Period: Date of Award through 12 months

RFP 57080069 is hereby amended as follows:

The Bid Opening date of RFP 57080069 is 2:00 p.m. (Central Standard Time), January 26, 2006.

Listed below are questions asked by potential offerors and the corresponding answers that are provided for clarification purposes only:

Question: Reference Section 2.1.5 on page 5 -- Would the DOC please clarify if the DOC will provide AC power and data cables, or just AC power? Will the Vendor be responsible for the data cables?

Answer: AC power is available in the Institutions in most all locations. DOC will has data cables at all locations; however, there will most likely be a need for additional cabling which the vendor will be responsible for providing.

Question: In Amendment #001, the DOC states that eight of the libraries use legal resources on CD-ROM. Does the DOC plan to use any of its available hardware if the DOC chooses to award the current RFP to a vendor? Would the DOC please describe the current hardware or terminals being used for accessing the CD-ROM legal resources?

Answer: It is not the intent to utilize existing hardware. This RFP is asking for an inclusive solution from the vendor, i.e. inclusive of all necessary hardware and software. Thus, a description of the current hardware or terminals being used with legal resources on CD-ROM is irrelevant.

Question: In Amendment #001, the DOC states that eight of the libraries use legal resources on CD-ROM. Does the library staff perform the task of updating the existing CD-ROM legal resources?

Answer: Yes, the DOC librarians perform the task of installing the periodic updates of the CD-ROM legal resources.

Question: Based on your current spend on legal resources stated in Amendment #001 Attachment 3, does that include the DOC's expenditures on hardware and maintenance on CD-ROM workstations? If not, how much does the DOC additionally spend on hardware and maintenance for electronic legal resources? Who does the DOC currently use to maintain the hardware for the workstations and the Internet network the DOC currently provides inmates?

Answer: As far as we can ascertain, the expenditures described in Attachment 3 do NOT include hardware and maintenance on CD-ROM workstations. DOC has no ready figure of how much is additionally spent on hardware and maintenance for electronic legal resources. We have no Central Office managed

maintenance contract for the CD-ROM workstations in those libraries. Maintenance is most likely performed on an "as needed" basis.

Question: The DOC states in section 1.3.6 that the DOC provides specific limited web access for offenders. Would the DOC please describe the status of the infrastructure and terminals at each location?

Answer: DOC is in the process of providing specific workstations at specific locations (Transitional Housing Units). The offender will have access to do limited, specific, supervised functions that relate to Reentry into the community.

Question: Would the DOC please clarify the available connection to the Internet at each of the locations (i.e. is the connection DSL or dial-up)?

Answer: Frame Relay is used for the institutions.

Question: In section 2.3.3 the RFP states that the contractor should provide the equipment that is compatible with and capable of using the state agency's power infrastructure. Would the DOC please describe the agency's power and cabling infrastructure at each of the locations and the agency's cabling and installation specifications?

Answer: The details of each institutions wiring is not documented in any one central location. Each institution uses electrical 110 and Category 5 network cable.

Question: Attachment #1 lists the locations of the facilities and the estimated number of offender workstations at that facility. Will the workstations be located in close proximity to each other or will they be dispersed throughout each individual facility?

Answer: Yes, the workstations identified on Attachment 1 are planned to be located in close proximity to each other within each library – for security monitoring as well as cabling issues. The DOC may want to expand, as some point in the future, to set up workstations in administrative segregation units. These locations might be located at some distance from the library. Future workstations are not included in Attachment 1.

Question: Does the DOC currently have ALR, "American Law Reports", and AMJUR, "American Jurisprudence", at all facilities?

Answer: In regard to "American Jurisprudence", a similar publication to it, "Corpus Juris Secundum" is currently on our law libraries resources list. "American Law Reports", are not currently on our law libraries' resources list, but are on the list on Attachment 2 of the RFP.

REQUEST FOR PROPOSAL

Missouri Department of Corrections
Contract Coordination and Management Unit
2729 Plaza Drive, P.O. Box 236
Jefferson City, MO 65102

Proposals Must be Received No Later Than:

To be determined

For information pertaining to this RFP contact:
Joan M. Wilson, Contract Coordinator
Telephone: 573-526-6494
Fax: (573) 522-8407
Joan.Wilson@doc.mo.gov

AMENDMENT #002

RFP 57080069

Legal Library Research Resources

All Correctional Centers, Statewide

Contract Period: Date of Award through 12 months

Date of Issue: January 4, 2006
Page 1 of 2

Services procured for the
Missouri Department of Corrections
Division of Offender Rehabilitative Services
P.O. Box 236
Jefferson City, MO 65102

PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at 9.00 a.m. on December 14, 2005 at the Missouri Department of Corrections, Department of Corrections-Central Office, DORS Conference Room, 2729 Plaza Drive, Jefferson City, MO. Attendance is not required to submit a proposal; however, all offerors are encouraged to attend since information related to the RFP will be discussed in detail.

Proposals must be delivered to the Department of Corrections, Contract Coordination and Management Unit, 2729 Plaza Drive, P.O. Box 236, Jefferson City, Missouri 65102. The offeror should clearly identify the RFP number on the lower right or left-hand corner of the container in which the proposal is submitted to the Department. This number is essential for identification purposes.

We hereby agree to provide the services and/or items, at the price quoted, pursuant to the requirements of this document and further agree that when this document is countersigned by an authorized official of the Missouri Department of Corrections, a binding contract shall exist. The authorized signer of this document certifies that the contractor (named below) and each of its' principals are not suspended or debarred by the federal government from providing any service requirements outlined herein.

Name: _____

Mailing Address: _____

City, State Zip: _____

Telephone: _____ State Vendor Number: _____

Federal Taxpayer ID Number: _____ Business Name as Filed with IRS: _____

Authorized Signature: _____

Proposal Date

Authorized Signer's Printed Name and Title

NOTICE OF AWARD:

This proposal is accepted by the Department of Corrections as follows:

Contract No. _____

Division Director

Date

Director, Dept. of Corrections

Date

Amendment #002 for RFP 57080069

Title: Legal Library Research Resources
Contract Period: Date of Award through 12 months

RFP 57080069 is hereby amended as follows:

Amendment #002 has been issued to advise potential offerors that the Bid Opening date of RFP 57080069 will be extended, due to the receipt of additional questions. The revised Bid Opening date and answers to the questions will be forthcoming by amendment.

REQUEST FOR PROPOSAL

Missouri Department of Corrections
Contract Coordination and Management Unit
2729 Plaza Drive, P.O. Box 236
Jefferson City, MO 65102

Proposals Must be Received No Later Than:

2:00 p.m., January 10, 2006

For information pertaining to this RFP contact:
Joan M. Wilson, Contract Coordinator
Telephone: 573-526-6494
Fax: (573) 522-8407
Joan.Wilson@doc.mo.gov

AMENDMENT #001

RFP 57080069

Legal Library Research Resources

All Correctional Centers, Statewide

Contract Period: Date of Award through 12 months

Date of Issue: December 20, 2005
Page 1 of 37

Services procured for the
Missouri Department of Corrections
Division of Offender Rehabilitative Services
P.O. Box 236
Jefferson City, MO 65102

PRE-PROPOSAL CONFERENCE

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Authorized Signature: _____

Proposal Date

Authorized Signer's Printed Name and Title

NOTICE OF AWARD:

This proposal is accepted by the Department of Corrections as follows:

Contract No. _____

Division Director

Date

Director, Dept. of Corrections

Date

Amendment #001 for RFP 57080069

Title: Legal Library Research Resources
Contract Period: Date of Award through 12 months

RFP 57080069 is hereby amended as follows:

1. Attachment 2 contains changes and Attachment 3 has been added as a result of Amendment #001.
2. The following paragraphs contain changes as a result of Amendment #001.

| | |
|----------|----------|
| 1.3.5 | 2.3.1 |
| 1.3.7 | 2.4.3 b. |
| 2.1.5 b. | 3.4.4 |
| 2.2.4 | |

Listed below are questions asked by potential offerors and the corresponding answers that are provided for clarification purposes only:

Question: Is there a preferred electronic format?

Answer: Offeror could propose multiple solutions.

Question: If a DVD option was selected, do you have an update plan?

Answer: Offeror should propose solution.

Question: Will DOC allow opportunity to demonstrate product?

Answer: It is anticipated that the evaluators will want demonstration.

Question: Will Administrative Segregation have access/workstations?

Answer: Presently, those in Administration Segregation request information from the librarian and are given printed material. At this point, the department is not planning to run cable to Administrative Segregation for provision of Legal Research Resources.

Question: If the audible warning and notification to the system administrator affects pricing, should pricing with and without be proposed?

Answer: Offeror could propose multiple solutions with different pricing.

Question: What kinds of reports does MO DOC want?

Answer: Offeror should describe reports that he proposes to provide. There are several desirable reports identified in 2.4 section.

REQUEST FOR PROPOSAL

Missouri Department of Corrections
Contract Coordination and Management Unit
2729 Plaza Drive, P.O. Box 236
Jefferson City, MO 65102

RFP 57080069

Legal Library Research Resources All Correctional Centers, Statewide

Contract Period: Date of Award through 12 months

Date of Issue: November 29, 2005
Page 1 of 35

Proposals Must be Received No Later Than:

2:00 p.m., January 10, 2006

For information pertaining to this RFP contact:
Joan M. Wilson, Contract Coordinator
Telephone: 573-526-6494
Fax: (573) 522-8407
Joan.Wilson@doc.mo.gov

Services procured for the

Missouri Department of Corrections
Division of Offender Rehabilitative Services
P.O. Box 236
Jefferson City, MO 65102

PRE-PROPOSAL CONFERENCE

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Authorized Signature: _____

Proposal Date

Authorized Signer's Printed Name and Title

NOTICE OF AWARD:

This proposal is accepted by the Department of Corrections as follows:

Contract No. _____

Division Director

Date

Director, Dept. of Corrections

Date

PART ONE

INTRODUCTION AND GENERAL INFORMATION

1.1 INTRODUCTION

1.1.1 This document constitutes a request for competitive, sealed, proposals from qualified individuals and organizations to provide Legal Library Resources for the Missouri Department of Corrections, in accordance with the terms and conditions set forth herein.

1.1.2 Organization: This document, referred to as a Request for Proposal (RFP) has been divided into the following parts for the convenience of the offeror:

- Introduction and General Information
- Contractual Requirements
- Proposal Submission Information
- Pricing Page(s)
- Exhibits
- Terms and Conditions
- Attachments

1.1.3 Any offeror desiring to appeal a decision related directly to the award of a contract must do so within ten (10) working days from the date of formal contract award, evidenced by the Notice of Award. A specific format for submission of an appeal is not required. However, concerns must be submitted in a manner that clearly sets forth the issue(s), referencing applicable sections of the RFP together with an opinion of what a recommended remedy should include.

1.2 PRE-PROPOSAL CONFERENCE:

1.2.1 A pre-proposal conference regarding this Request for Proposal will be held on December 14, 2005, 9:00 a.m. in the Missouri Department of Corrections-Central Office, DORS Conference Room, 2729 Plaza Drive, Jefferson City, Missouri.

1.2.2 All potential offerors are encouraged to attend this conference in order to ask questions and provide comments concerning the RFP. Attendance is not required in order to submit a response; however, offerors are encouraged to attend since information relating to this RFP will be discussed in detail. Offerors should bring a copy of the RFP since it will be used as the agenda for the pre-proposal conference.

- a. Offerors are encouraged to submit questions regarding specifications, requirements, etc., prior to the pre-proposal conference. Questions must be directed to the Contract Coordination and Management Unit via facsimile 573-522-8407 or via e-mail to Joan.Wilson@doc.mo.gov
- b. Any questions after the pre-proposal conference must be submitted in writing to the Contract Coordination and Management Unit and should be received at least 10 days prior to the official proposal closing date. Offerors are advised that any questions received less than ten calendar days prior to the RFP closing date may not be answered.
- c. Offerors are advised that when communicating with the Contract Coordination and Management Unit, it is the responsibility of the offeror to confirm the accuracy of all Vendor Information Data provided, particularly as it relates to a current address, phone number, facsimile number and electronic mailing address. The state agency shall not be responsible for any non-deliverable response to an individual inquiry, and is under no obligation to solicit the offeror regarding such information once submitted unless otherwise advised.

- 1.2.3 Offerors are strongly encouraged to advise the Contract Coordination and Management Unit within ten (10) working days of the scheduled pre-proposal conference of any special accommodations needed by the offeror to participate in the conference so that these arrangements may be made.
- 1.2.4 Offerors and their agents may not contact or discuss the RFP with any other state employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements.

1.3 BACKGROUND INFORMATION:

- 1.3.1 All products and services that are purchased as a result of this RFP shall be paid for from the Inmate Canteen Fund pursuant to 217.195 RSMo.
- 1.3.2 The Missouri Department of Corrections (DOC) currently administers correctional libraries housed in Missouri's adult correctional centers. Attachment 1 provides the location of centers, population, hours of operation, Etc.
- 1.3.3 Approximately 30,000 offenders are currently in the facilities and are eligible for library services. Each library's collection includes materials similar to those found in public libraries, i.e., fiction and non-fiction, reference information, and periodicals, etc., as well as legal materials.
- 1.3.4 These legal materials help MDOC satisfy "offender access to courts" per *Bounds v. Smith*, 430 U.S. 817, 97 S.Ct. 1491, 52 L.Ed.2d 72 (1977).

PARAGRAPH MODIFIED VIA AMENDMENT #001

- 1.3.5 DOC libraries currently maintain their basic legal resources collection in print, although some libraries utilize legal resources on CD-ROM. CD-ROM is currently being used at eight (8) libraries. Three (3) libraries as utilizing software for CD-ROM security. All libraries have procedural security rules in place.
- 1.3.6 Due to security issues, DOC allows only specific limited web access for offenders and does not allow access to the DOC Local Area Network.

PARAGRAPH MODIFIED VIA AMENDMENT #001

- 1.3.7 Each of the libraries currently orders its own legal materials and maintains its own legal resources subscriptions. Although all libraries have had the same legal materials requirements, there has been no centralized ordering. Attachment 3 provides a listing of expenditures for legal library resources.
- 1.3.8 Although some offenders are literate and educated, many are illiterate, or virtually illiterate, and the majority has no knowledge of the law, nor any legal training. DOC libraries have offender clerks to assist other offenders in accessing legal information.
- 1.3.9 At one time, paralegal training was available for offender clerks through Pell grants. Since offenders became ineligible for these grants, DOC has been unable to provide further paralegal training for offender library clerks.
- 1.3.10 Currently, DOC libraries have computers with CD-Rom drives but without web access, and some have local area networks. DOC libraries are in the process of converting to the same proprietary circulation and holdings software (Books Systems' Concourse) which is installed on in-library only local area networks. .
- 1.3.11 Although an attempt has been made to provide accurate and up-to-date information, the Department of Corrections does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

PART TWO

SCOPE OF WORK

2.1 GENERAL REQUIREMENTS

- 2.1.1 The contractor shall provide a standardized electronic legal research system in accordance with the provisions and requirements set forth by the Missouri Department of Corrections, (hereafter referred to as DOC or state agency).
- 2.1.2 The system shall be installed in all DOC correctional centers libraries. Attachment 1 provides a listing of locations and anticipated workstations at each location.
- 2.1.3 The contractor shall coordinate all contract matters with the DOC's Library Services Coordinator.
- a. All orders for materials, equipment, and service will be placed by the Library Services Coordinator. The contractor shall not accept orders or direction from any correctional center librarian without prior approval from the Library Services Coordinator.
- 2.1.4 The DOC makes no specific guarantee as to the minimum or maximum amount of materials, equipment, and/or services that may be purchased.
- 2.1.5 The contractor shall be responsible for furnishing all material, labor, equipment, and supplies necessary to perform the services required except as specified below.
- a. The DOC shall provide all necessary institutional utilities.
- PARAGRAPH MODIFIED VIA AMENDMENT #001**
- b. The DOC shall provide the cabling and wiring that is currently installed.
- 2.1.6 The contractor shall maintain ownership of all equipment that is provided to the DOC for service delivery. The DOC shall retain ownership of all printed materials.
- 2.1.7 The state agency shall provide for the security of the contractor's staff and equipment while in the state agency facility. The level of security provided shall be consistent with and according to the same standards of security afforded to state agency personnel and equipment.
- 2.1.8 The contractor shall not use the name, logo, or other identifying marks of the State of Missouri or the state agency on any materials produced or issued, without the prior written approval of the state agency.
- 2.1.9 The state agency shall furnish all legal and accounting services as may be necessary for the state agency to satisfy its contractual responsibilities. The state agency shall not assume, nor shall it be liable for, legal, accounting, or insurance counseling services as may be necessary for the contractor to satisfy its contractual obligations. Without exception to the foregoing, the state agency is not obligated to provide legal, accounting, or insurance counseling services to the contractor in connection with any litigation or threatened litigation against the contractor arising out of the contractor's performance.

2.2 MATERIALS REQUIREMENTS

- 2.2.1 Legal research materials must be provided in electronic format.
- 2.2.2 Supporting materials (training manuals, user guides, etc.) must be provided in print form in addition to electronic form.

- 2.2.3 The contractor shall provide an update to all research materials at regular intervals, no less than quarterly.

PARAGRAPH MODIFIED VIA AMENDMENT #001

- 2.2.4 The research materials identified on Attachment 2, or equivalent, must be provided to all locations. Each location must be provided with the materials directly. The contractor shall not deliver originals or updates to a centralized DOC location with the expectation that DOC will distribute to the libraries.

In addition to the materials identified on Attachment 2, the contractor shall provide a case validation method (i.e. Shepards or equivalent).

- 2.2.5 The contractor may provide other materials as indicated in their proposal.
- 2.2.6 All materials must be provided in English. Materials translated into other languages, Braille, or large print may be provided if proposed and accepted.
- 2.2.7 The contractor shall provide live assistance for use of reference materials. It is preferred that such support be provided by means of a toll-free "800" number on a 24/7 basis.

2.3 GENERAL TECHNICAL REQUIREMENTS

PARAGRAPH MODIFIED VIA AMENDMENT #001

- 2.3.1 The contractor must provide all hardware and software necessary for the system to function; this includes but is not limited to:
- Workstations
 - Printers
 - Servers and external file storage devices
 - Network and other communication devices (such as switches, hubs, modems, service provider access, etc. except telephones)
- 2.3.2 All hardware and software must be compatible throughout the life of the contract. All hardware and software must be the latest version available in the marketplace. In the event that a software upgrade is available and provided, the hardware must also be upgraded in order to maintain compatibility, if necessary.
- 2.3.3 The contractor should provide equipment that is compatible with and capable of using the state agency's power infrastructure.
- a. If the state agency's cabling infrastructure is insufficient to support the contractor's system and equipment, the contractor must provide all alternative cabling, including installation. All cabling and installation provided by the contractor must conform to state agency specifications that will be provided upon request.
 - b. The contractor may not provide wireless networks as a cabling alternative.
- 2.3.4 The contractor must provide proof of license for every individual component of software proposed for workstations and servers. The contractor must maintain licenses for every component of software and provide access to these on request of the state agency or its representative.
- 2.3.5 The system should meet the standards for accessibility as described in the Missouri Office of Administration's "Missouri IT Accessibility Standard, ITGS0003". The document can be reviewed at the following website:
http://oit.mo.gov/standards/ITGS0003_Missouri_IT_Accessibility_Standards.doc.

2.3.6 The system should have capability for saving searches, bookmarks, and previous searches.

2.4 SPECIFIC TECHNICAL REQUIREMENTS

2.4.1 System Administration

- a. The system must have the capability to establish and track multiple system administrator accounts and be capable of establishing or restricting system administrator privileges by individual system administrator account.
- b. The system must provide the ability for the administrator to backup and restore all system setup and historical information, including but not limited to offender account profiles and historical system usage information.
- c. The system should provide for the ability to assign unique user identification (userIDs) to individual offenders and/or to assign generic userIDs that can be used by multiple offenders.
 1. When the option for unique userIDs is selected, the system should be capable of storing and associating the offender's name and identification number (DOCID) with the userID.
 2. When the option for generic userID is implemented, the system should require the offender to enter his/her name and identification number (DOCID) when logging into the system.
- d. The system should provide the ability to record and report on usage of the system by individual offender.
 1. Elements of desired information include date, time and duration of individual periods of usage.
 2. Usage information should be recorded, stored and retrievable by both offender name and identification number (DOCID).
 3. The system should be capable of providing system-wide usage reports based on date and time ranges and user-specific reports based on offender name and DOCID.
 4. Usage reports must be accessible and retrievable by only a system administrator

2.4.2 Print Management

- a. The system should 'hold' each document submitted for printing until it is released by the system administrator.
 1. Each document submitted for printing should be clearly identified with the offender's name and identification number (DOCID) while in the holding queue.
 2. The system must not allow any offender to print documents without the intervention of the system administrator.
- b. When printed, the system should clearly label every page of each document with the offender's name or identification number (DOCID)
 1. Each document printed should have every page sequentially numbered beginning with page1.
 2. Each document printed should have a cover page listing the offender name, DOCID, total number of pages contained, and the date and time of submission for print. The count of total pages contained should not include the cover page.
- c. The system must provide the system administrator with the ability to purge documents from the print queue on both an individual document and system-wide basis without having to print them.

2.4.3 Network and Communications Capability

- a. The proposed system must not be capable of establishing communication linkages outside of that required to perform its basic function. If necessary for the operation of the system a **secure** linkage to the contractor's service site may be allowable.

PARAGRAPH MODIFIED VIA AMENDMENT #001

- b. The proposed system must not be capable of establishing communication linkages to the DOC Intranet nor to the Internet other than a secure linkage to the contractor's site.
1. Hardware and software must be restricted, limited and secured to permit connection only to the contractor's site and no other DOC local area network, wide area network, wireless network, communication lines or ports. This restriction includes but is not limited to:
 - Internal modems, network interface cards and wireless network devices.
 - External ports capable of supporting modems or other network hardware, including USB devices.
 - Software that can be configured by the offender to support any type of dial-up or other network connectivity.
 2. If external network connection is mandatory for contractor maintenance and support of the system, the system must not permit offenders to be logged on during the connectivity period.
 - The system should be capable of disabling any communication link required for contractor support.
 - Network connectivity for contractor support purposes must not permit access or linkage of any system workstation to any external network resource other than the contractor support service.
- c. The system must not permit any type of electronic communication (electronic mail, messaging, or other) between offender users of the system.
- d. The system should allow DOC staff the ability to disable any type of connectivity to contractor, network, etc. at any time for the purpose of security, to prevent unapproved access.

2.4.4 Offender Workstations Capabilities

- a. Offender workstations shall be located in the correctional center library. Offender workstations may be located in other locations at the option of DOC.
- b. The offender workstation must not be capable of creating, storing or transmitting any electronic document, file or other user-created data to other offender workstations or to points external to the system.
- c. The offender workstation must not be capable of utilizing (reading or writing to) any removable file storage media. This includes but is not limited to:
1. 3 ½" diskettes
 2. zip diskettes
 3. magnetic tape media
 4. CD or DVD media
 5. static memory devices such as flash media, memory sticks, and SD or XD cards
- d. Other than that necessary to satisfy the functional requirements the system, the offender workstation should not have the capability to connect to external hardware devices or components.

- e. Other than that necessary to satisfy the functional requirements of the system, the offender workstation must not have any software installed capable of the following functions:
 - 1. graphical, image-manipulation or photographic capabilities
 - 2. word processing and publication
 - 3. games
 - 4. communications, including browsers, email, and Internet service access that is not the contractor's service.
 - 5. advanced utilities, including but not limited to: file deletion and recovery, data wiping, disk or file reorganization
 - 6. data encryption
- f. System administrator functions must not be executable from the offender workstation.
- g. The offender workstations should be physically capable of withstanding higher than normal levels of physical abuse and environmental conditions.
 - 1. Workstations should be capable of withstanding reasonable fluctuations in power.
 - 2. Workstations should be capable of recovering from complete power outages without intervention of administrative staff or service providers.
- h. The offender workstations should be tamperproof.
 - 1. Workstations should be constructed in such a way that staff personnel can easily determine by casual observation if an attempt has been made to access internal components.
 - 2. Workstations should be capable of issuing an audible warning and notification to the system administrator if attempts are made to access internal components or to modify operational status in other ways including:
 - removal of power
 - unapproved shutdown
 - connection or disconnection of network link

2.4.5 System Administrator Workstation Capabilities

- a. The system administrator workstation shall be located in a secure office within the library.
- b. The system administrator workstation should have the following capabilities:
 - 1. To perform all offender workstation software installation and maintenance
 - 2. To activate and deactivate offender workstations connected to the system, both individually and as a group
 - 3. Be able to actively monitor, record and disable the use of any selected offender workstation
- c. The system administrator workstation should be physically capable of withstanding higher than normal environmental conditions.
 - 1. Workstations should be capable of withstanding reasonable fluctuations in power.
 - 2. Workstations should be capable of recovering from complete power outages without intervention of service providers.

2.4.6 System Security Capabilities

- a. The system should be capable of automatically logging off users, not including the administrator, after a designated time period after logon. The system shall provide an alert to the user before the time period expires. The system should permit the administrator to set the time period and to override the expiration for each session.
- b. The system should be capable of automatically logging off all users, including administrators, after a specified period of inactivity. The system should permit the system administrator to establish the acceptable time for inactivity.
- c. The system should be capable of forcing system administrator passwords to be changed on a regular basis.
- d. The system must not permit the creation or assignment of passwords for offender userIDs.

2.5 INSTALLATION AND SUPPORT REQUIREMENTS

- 2.5.1 The contractor must provide all services required to install and bring the proposed system to an operational status; this includes but is not limited to:
 - a. Installation of all hardware
 - b. Installation of all software including the operating system, supporting utilities and the application
 - c. Initial installation of research content files
 - d. Initial creation of required operating environment including establishment of administrative and offender accounts and the creation of audit and reporting capabilities.
- 2.5.2 The contractor must begin providing all materials, equipment, and services within the startup time period specified in their proposal (Exhibit A), unless otherwise amended.
 - a. In the event that the contractor is unable to begin providing materials, equipment, and services by the startup time period specified in their proposal, the contractor may request an extension of time.
 - b. The contractor must submit the extension request to the state agency at least thirty (30) calendar days prior to the startup date, determined by examining the number of lapse days from the date of contract award. Approval or rejection of the request shall be at the sole discretion of the state agency.
- 2.5.3 In cooperation with designated state agency staff, the contractor shall develop a detailed installation plan and schedule. The contractor must submit the plan to the state agency by no later than ten (10) calendar days following effective date of the contract and must obtain the state agency's approval of the plan prior to beginning installation.
- 2.5.4 The contractor must provide ongoing maintenance and support services, including:
 - a. Repair or replacement of hardware upon failure. Non-functional system components must be repaired or replaced within the timeframe specified in their proposal
 - b. Installation or application of fixes to resolve software problems
 - c. Installation of software, operating system and application, when newer versions are required
 - d. Installation of additional system components.
 - e. Equipment moves, if requested.
- 2.5.5 The contractor must provide help-desk type technical support that can be accessed via telephone by state agency administrative staff only.
 - a. It is the state agency's desire that such support be provided by means of a toll-free "800" number on a 24/7 basis.

- b. It is the state agency's desire that contractor support is only available to state agency staff and that contractor support resources do not come in contact or communicate with offenders at any time.
- 2.5.6 As part of the basic function of the system, the software should include on-line help support. This help function must not permit offenders to access help information relating to system administrator functions.
- 2.5.7 The contractor must provide all user IDs and passwords to DOC designated staff for every contractor administrative and support account that is established on each system installed.
 - a. This list must include internal accounts or other authorizations required by the contractor to perform any activity in support of the building, installation, maintenance and ongoing operation of the system.
 - b. The contractor must provide DOC designated staff with written notification of any additions, changes or deletions to userIDs or passwords, in writing, on the same business day that changes are made.
- 2.5.8 The contractor must provide to the Director, Office of Information Systems a copy of all installation media, including access keys/authorizations and documentation/overview of contractor processes, for each and every software component installed on each system.
 - a. The contractor must provide updates to the above to the Director, Office of Information Systems as these are applied to each system.
 - b. The contractor must maintain an inventory listing of all software, including all fixes and maintenance levels, for each system installed.
 - c. The contractor must provide a copy of the inventory listing to the Director, Office of Information Systems.
 - d. The contractor must provide to the Director, Office of Information Systems, written notification of all changes, including all fixes and maintenance levels, to the software of each system on the same business day that changes are made.
- 2.5.9 At the option of the state agency the contractor should provide optional services to monitor current use or audit past use of the proposed system for the purposes of detection of tampering with system components or other inappropriate usage such as attempts to establish unauthorized access to system resources. These services should be provided to the state agency at individual locations, on a case-by-case basis.

2.6 TRAINING REQUIREMENTS

- 2.6.1 The contractor must provide all training and documentation necessary for department staff to operate the system as an offender and as a system administrator.
- 2.6.2 Training should be "train-the-trainer" level so the administrator may provide training to offenders.
- 2.6.3 Training shall be provided for approximately 30 librarians. It is preferred that the training be provided in a central location rather than at each institution.
- 2.6.4 Department staff will be responsible for ensuring that offenders are trained in the use of the system.
- 2.6.5 Online tutorial features must be available for users. Such information should be understandable by a person at a 6th – 8th grade reading level.

2.7 PERSONNEL REQUIREMENTS

2.7.1 All contractor and subcontractor employees that will be providing service **within a correctional center** must comply with the following requirements:

- a. The contractor's staff shall adhere to all policies and procedures regarding security, custody, and control of offenders.
- b. All contractor staff must submit to and pass a background investigation conducted by the state agency or its designee in order to be eligible to provide services inside any facility. Such investigation shall be equivalent to investigations required of all personnel employed by the state agency.
- c. Neither the contractor, the contractor's designee, nor any employee of the contractor providing services pursuant to the contract or assigned to the contract, shall be or have been within the past two years under the supervision of any federal, state, county, and/or city correctional agency.
- d. The contractor shall be responsible for supervising its employees. The unique nature of working within the state agency, including safety and security issues, requires the state agency to carefully monitor the contractor's employees when they are working at a state agency facility.
- e. The contractor's employees shall have neither contact nor communication with any offender without prior approval from the state agency.
- f. The contractor, its employees, and others acting under the contractor's control, shall at all times observe and comply with all applicable state statutes, state agency rules, regulations, guidelines, internal management policy and procedures, and general orders of the state agency that are applicable, current, or hereafter adopted, regarding operations and activities in and about all state agency property.
- g. The contractor and the contractor's staff shall assist the state agency in enforcing offender rules by reporting violations to the state agency or its designee. Furthermore, the contractor shall not obstruct the state agency or any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment.

2.8 REPORTING REQUIREMENTS

2.8.1 The contractor shall provide reports, as indicated in their proposal.

2.9 INVOICE REQUIREMENTS

2.9.1 On or before the tenth day of each month, the contractor shall submit an invoice to:

Missouri Department of Corrections
Attn: Offender Finance - Accounts Payable
2729 Plaza Drive
Jefferson City, Missouri 65109

The invoice must indicate the contract number, the dates of service, and a unique invoice number.

2.9.2 Upon receipt and approval, the invoice shall be processed subject to the following:

- a. The contractor shall invoice for services provided at the contracted unit price stated in the Pricing Exhibit A.
- b. The State agency reserves the right to audit all invoices and to reject any invoice for good cause.

- c. The State agency reserves the right to make invoice corrections and/or changes with appropriate notification to the contractor when recognition of error, omission, or a practice uncommon to Generally Accepted Accounting Practices is evidenced.

2.9.3 Other than the payments specified herein, no other payments or reimbursements shall be made to the contractor.

2.10 GENERAL CONTRACTUAL REQUIREMENTS

- 2.10.1 The contract between the state agency and the contractor shall consist of (1) the Request for Proposal (RFP), any amendments, attachments and/or exhibits thereto and (2) the proposal submitted by the contractor in response to the RFP and approved by the state agency. If there is a conflict in language between the two documents, the requirements set forth and/or referenced in the Request for Proposal shall govern. The state agency reserves the right to clarify any contractual relationship in writing with the concurrence of the contractor. Such written clarification shall govern in case of conflict with requirements of the RFP or the contractor's proposal. The contractor's proposal, when accepted by the state agency, is binding on the contractor without further clarification.
- 2.10.2 **Contract Period:** The original contract period shall be as stated in the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The state agency shall have the right, at its sole option, to renew the contract, or any portion thereof for four (4) additional one-year periods through amendment. In the event such a right is exercised, all terms and conditions, requirements, and specifications of the contract shall remain the same and apply during the renewal period stipulated in any amendment.
- 2.10.3 **Renewal Periods:** - If the option for renewal is exercised by the state agency, the contractor shall agree that the prices for the renewal period shall not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract. If renewal percentages are not provided, then prices during renewal periods shall be the same as during the original contract period. The state agency does not automatically exercise its option for renewal based upon the maximum percent of increase and reserves the right to offer or to request renewal of the contract at a price less than the maximum percent of increase stated.
- 2.10.4 **Price:** - All prices shall be as indicated on the Pricing Page. The state agency shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- 2.10.5 The contractor shall comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and any other federal and state laws, rules, regulations and executive orders to the extent that these may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded.
- 2.10.6 **Title:** Title to any equipment required by the contract shall be held by and vested in the contractor. The State of Missouri shall not be liable in the event of loss, incident, destruction, theft, damage, etc., for the equipment including, but not limited to, devices, wires, software, technical literature, etc. It shall be the contractor's sole responsibility to obtain insurance coverage for such loss in an amount that the contractor deems appropriate
- 2.10.7 **Termination:** The Missouri Department of Corrections reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least sixty (60) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

Any written notice to the contractor shall be deemed sufficient when deposited in the United States mail, postage prepaid, and addressed to the contractor at the address on the signature page of the contract or at an address the contractor may have requested in writing.

- 2.10.8 **Transition:** Upon expiration, termination, or cancellation of the contract, the contractor shall assist the state agency to insure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to an organization designated by the state agency, if requested in writing. The contractor shall provide and/or perform any or all of the following responsibilities:

The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the state agency and/or to the state agency's designee within seven (7) days after receipt of the written request.

The contractor shall discontinue providing service on the date specified by the state agency.

- 2.10.9 **Deficiency Notice:** The contractor shall understand and agree that if the state agency, through its review and evaluation of contractual performance, determines that the services being performed by the contractor at any state agency facility are unacceptable, the state agency shall provide written notice which states the deficiencies to the contractor's authorized representative. The state agency shall ensure that all deficiency notices contain recommended remedies as well as acceptable terms of reconciliation.

Upon receipt of the notice of the deficiency notice, the contractor shall have seven (7) calendar days to either correct the described deficiency (ies), or demonstrate good cause as to why the deficiency (ies) cannot be resolved within the seven-day period. In either instance, the contractor shall implement a corrective plan of action and direct a response to the state agency within the seven-day period.

- 2.10.10 **Contractor Liability:** The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.

Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

- 2.10.11 **Insurance:** The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor shall maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its

agencies, its employees, its clients, and the general public against any loss, damage, and/or expense related to his/her performance under the contract. The insurance coverage shall include, but shall not necessarily be limited to, general liability, professional liability, etc.

- 2.10.12 **Incidental Beneficiaries:** The contract is not intended to create any rights, liberty interest, or entitlements in favor of any individual. The contract is intended only to set forth the rights and responsibilities of the parties hereto. Therefore, it is expressly understood and agreed that enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the parties hereto, and nothing contained in this contract shall give or allow any claim or right of action whatsoever by any other person on this agreement. It is the express intention of the parties hereto that any entity, other than the parties hereto, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.
- 2.10.13 **Assignment:** The contractor shall agree and understand that, in the event the Missouri Department of Corrections consents to a financial assignment of the contract in whole or in part to a third party, any payments made by the DOC pursuant to the contract, including all of those payments assigned to the third party, shall be contingent upon the performance of the prime contractor in accordance with all terms and conditions, requirements and specifications of the contract.
- 2.10.14 **Financial Requirements:** The contractor understands that the contract shall automatically terminate without penalty or termination costs if funds are not available. If funds are not available for the contract, the contractor shall not prohibit or limit the state agency's right to pursue alternate contracts as may be necessary. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract. The availability of funding for this contract shall be determined solely by the state agency and such determination shall be final and without recourse by the contractor.
- 2.10.15 **Contractor Status:** The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 2.10.16 **Conflict of Interest:** No official or employee of the state agency or public official of the State of Missouri who exercises any functions or responsibilities in the review or approval of the Scope of Work covered by the contract shall acquire any personal interest, directly or indirectly, in the contract or proposed contract.

In accordance with state and federal laws and regulations, state executive order or regulations and policies of the state agency, the contractor agrees that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services. The contractor agrees that no person having such interest shall be employed or conveyed an interest, directly or indirectly, in the contract.

It is agreed that no Missouri state employee shall help the contractor obtain the contract or participate in the performance of the contract if such involvement will constitute a conflict of interest. Before any state employee may be involved in the performance of the contract written approval shall be obtained from the director of the state agency.

A state employee shall not be compensated under the contract. A state employee shall not use state facilities or materials for personal gain relating to the performance of the contract.

- 2.10.17 **Coordination:** The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Missouri Department of Corrections, Contract Coordination and Management Unit throughout the effective period of the contract.
- 2.10.18 **Property of State:** All reports, documentation, and material developed or acquired by the contractor, as a direct requirement specified in the contract shall become the property of the State of Missouri. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.
- 2.10.19 **Subcontractors:** Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must obtain the approval of the state agency prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

PART THREE

PROPOSAL SUBMISSION INFORMATION

3.1 SUBMISSION OF PROPOSALS

- 3.1.1 Proposals must be signed, and returned (with all necessary attachments) to the state agency by the receipt date and time specified on Page 1.
- Specifically, any form containing a signature line such as on Page one of the original RFP and any amendments, pricing pages, exhibits, etc., shall be manually signed and returned as part of the proposal.
 - In addition to the original, the offeror shall include five (5) copies of their proposal. In addition, the offeror should provide **one (1) electronic copy** of their entire proposal on diskette(s) or CD(s), including all attachments, in Microsoft-compatible format.
- 3.1.2 To facilitate the evaluation process, the offeror is encouraged to organize the proposal into distinctive sections with dividers that correspond with the individual evaluation categories described herein.
- Each distinctive section should be titled and all material related to that category included therein.
 - Page 1 from the original RFP, all amendments, and the price page should be placed at the beginning of the offeror's proposal.
- 3.1.3 Following evaluation and award, the successful proposal will be scanned. In preparing a proposal, the offeror should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposal. Glue bound materials should not be used.
- 3.1.4 Offeror's are advised that incomplete and/or unsigned documents (i.e., the proposal cover page, any proposal amendments, pricing page Exhibit A, etc) will be sufficient reason to deem an individual proposal non-responsive, resulting in rejection.

3.2 CLARIFICATION REQUIREMENTS

- 3.2.1 Any and all questions regarding specifications, requirements, competitive procurement process, etc. shall be directed to the contact person as indicated on the front page of this RFP.
- 3.2.2 Offeror's are cautioned not to contact any other employee of the state agency concerning this procurement during the competitive procurement and evaluation process.
- 3.2.3 The offeror is advised that the only official position of the state agency is that position which is stated in writing and issued as a Request for Proposal and any amendments thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

3.3 EVALUATION PROCESS

- 3.3.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the comparative assessment of the relative benefits and deficiencies of the proposal in relationship to the published evaluation criteria and other proposals will be made by using subjective judgment. The award of a contract resulting from this Request for Proposal will be based on the

lowest and best proposal received in accordance with the evaluation criteria stated below:

- Cost 40%
- Experience and Reliability 15%
- Proposed Method of Performance 45%

- 3.3.2 After an initial screening process, a technical question and answer conference or interview may be conducted, if deemed necessary by the state agency, to clarify or verify the offeror's proposal and to develop a comprehensive assessment of the proposal.
- 3.3.3 The offeror may be required to provide a demonstration of their system's capabilities at a site that is reasonably accessible to the evaluators. The demonstration should be constructed to both clarify and verify the offeror's response. Travel expenses incurred by evaluation team members will be the responsibility of the state agency.
- 3.3.4 The state agency reserves the right to consider all information submitted and the offeror's references, or any other source, in the evaluation process.
- 3.3.5 The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the state agency is under no obligation to solicit such information if it is not included with the offeror's proposal. Failure of the offeror to submit such information may cause an adverse impact on the evaluation of the offeror's proposal.

3.4 EVALUATION OF COST

- 3.4.1 The state agency shall perform a comparative assessment of the pricing submitted for each proposal in relationship to other equal and responsive offers received.
- 3.4.2 The cost evaluation shall include all mandatory requirements, including equipment, materials, installation, training, maintenance, etc. However, the State of Missouri reserves the right to evaluate optional items, if deemed necessary.
- 3.4.3 The evaluation shall cover the original contract period plus renewal option periods.

PARAGRAPH MODIFIED VIA AMENDMENT #001

- 3.4.4 The evaluation of cost shall be based upon a sum of the cost of providing systems at all locations (including Central Missouri Correctional Center) in accordance with the configuration of workstations identified in Attachment 1. Included in the cost will be 21 maintenance calls of 2 hours each, 500 feet of cabling, plus any additional required charges.

Cost points shall be calculated based on the sum from the above calculation using the following formula:

$$\frac{\text{Lowest Responsive Price}}{\text{Compared Price}} \times 40 = \text{Cost score points}$$

- 3.4.5 The offeror shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The State of Missouri makes no guarantee regarding the accuracy of the quantities stated nor does the State of Missouri intend to imply that the figures used for the cost evaluation in any way reflect actual nor anticipated usage.
- 3.4.6 The offeror must complete and submit Exhibit A, Mandatory Pricing Page.

- 3.4.7 The offeror should outline any additional features, sliding scale pricing, options, and/or enhancements available on the proposed system. These options should be described and priced in the Exhibit B, Optional Pricing Page.

3.5 EVALUATION OF OFFEROR'S EXPERIENCE AND RELIABILITY

- 3.5.1 Experience and reliability of the offeror's organization will be subjectively evaluated. Therefore, the offeror must submit Exhibit C (Prior Experience of Offeror), documenting their successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.

3.6 EVALUATION OF PROPOSED METHOD OF PERFORMANCE

- 3.6.1 Proposals will be subjectively evaluated based on the offeror's distinctive plan for performing the requirements of the RFP. Therefore, the offeror should present information that demonstrates the method or manner in which the offeror proposes to satisfy these requirements and which confirms the offeror's ability to satisfy the requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.
- 3.6.2 The method by which the proposed method of performance is written is left to the discretion of the offeror.
- a. The offeror should respond to each specific paragraph and subparagraph of Exhibit D in presenting their proposal.
 - b. The offeror may describe their Method of Performance by: (1) identifying each specific paragraph and subparagraph of the Scope of Work by paragraph number, (2) then writing a description of how, when, by whom, with what, to what degree, why, where, etc., the requirement will be satisfied and otherwise detailing the offeror's understanding of the requirements and ability to successfully perform.
- 3.6.3 Miscellaneous Information –The offeror shall complete Exhibit E, Miscellaneous Information, to document: whether the offeror and/or any of the owners of the offeror's organization are currently an employee of the State of Missouri, a member of the General Assembly, or a statewide elected official,

3.7 CONTRACT AWARD

- 3.7.1 Any award of a contract resulting from this RFP will be made only by written authorization from the state agency.
- 3.7.2 The contract award does not guarantee that any or all of the services will be purchased. Services are authorized and purchased strictly on an as needed, if needed basis, as determined by the needs of the state agency, the contractor's ability to meet those needs and the availability of funds.

EXHIBIT A
SUBMISSION IS MANDATORY

MANDATORY PRICING PAGE

Terms and conditions of this Request For Proposals require that in order to be considered responsive, the offeror must complete, manually sign and submit this document (with all necessary attachments) together with their individual proposal for providing all services listed herein as specified. The offeror is cautioned that it is the offeror's sole responsibility to confirm the accuracy of any pricing information listed herein and that the state agency is under no obligation to solicit the offeror regarding such information once submitted.

The offeror must provide firm fixed prices in the table below for providing all services in accordance with the provisions and requirements of this RFP. All costs associated with providing the required services shall be included in the stated price. All prices must include delivery of materials and equipment FOB destination.

Offeror should utilize Exhibit B to provide pricing for additional available materials, proposed options, quantity discounts, etc.

| DESCRIPTION | FIRM, FIXED PRICE |
|---|---|
| Base System to include: One(1) Server One (1) Administrator Workstation Two (2) Offender Workstations One (1) Printer | \$_____ Per base system |
| Additional Offender Workstation | \$_____ Per workstation |
| Initial Load of Research Materials , if applicable | \$_____ Per workstation |
| Periodic Updates of Research Materials, if applicable | \$_____ Per workstation, per _____ (indicate period) |
| Maintenance Call - Support | \$_____ Base \$_____ Per hour on site |
| Maintenance – Subscription Fee | \$_____ per month |
| Cabling, if needed | \$_____ Per foot |
| Licensing Fees | \$_____ per _____ (indicate site, workstation, etc) Per _____ (indicate period) |
| Network ISP Fees | \$_____ per site, per _____ (indicate period) |
| THE OFFEROR SHALL INDICATE BELOW ANY OTHER CHARGES THAT ARE REQUIRED FOR UTILIZATION OF THEIR PRODUCT | |
| | |

| | |
|--|--|
| | |
| | |
| | |

Renewal Options:

The DOC shall have the sole option to renew the contract in one (1) year increments, or a portion thereof, for a maximum total of four (4) additional years.

The offeror must indicate below the maximum allowable percentage of price increase or **guaranteed** minimum percentage of price decrease applicable to the renewal option years. If a percentage is not proposed (i.e. left blank, page not returned, etc.), the DOC shall have the right to execute the option at the same price(s) proposed for the original contract period. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE.

All increases or decreases shall be calculated against the **ORIGINAL** contract price, **NOT against the previous year's price.** A CUMULATIVE CALCULATION SHALL NOT BE UTILIZED.

The percentages indicated below shall be used in the cost evaluation to determine the potential maximum financial liability to the State of Missouri.

DO NOT COMPLETE BOTH A MAXIMUM INCREASE AND A MINIMUM DECREASE FOR THE SAME RENEWAL PERIOD.

Maximum Increase

Minimum Decrease

1st Renewal Period: original price + _____% **OR** original price - _____%

2nd Renewal Period: original price + _____% **OR** original price - _____%

3rd Renewal Period: original price + _____% **OR** original price - _____%

4th Renewal Period: original price + _____% **OR** original price - _____%

START UP TIME: _____DAYS AFTER NOTICE OF AWARD

By signature below, the offeror certifies that all information provided herein and on Exhibit B is true and accurate. Also, the firm, fixed prices stated above and on Exhibit B are hereby agreed to in accordance with the terms and conditions.

Authorized Signature of Offeror

Date of Signature

EXHIBIT B

OPTIONAL PRICING PAGE

The offeror may utilize this page or attached price lists, etc to describe additional offering that are not required by the RFP but would be available for purchase by the state agency.

The offeror should also provide pricing for any quantity discounts, sliding scale pricing, etc.

EXHIBIT C
SUBMISSION IS MANDATORY

PRIOR EXPERIENCE OF OFFEROR

The offeror should copy and complete this form for each reference being submitted as demonstration of the offeror's prior experience. In addition, the offeror is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

| | |
|---|--|
| Offeror Name: | |
| Reference Information (Prior Services Performed For :) | |
| Name of Reference Company: | |
| Address of Reference Company: | |
| Reference Contact Person Name: | |
| Contact Person Phone # | |
| Contact Person e-mail address: | |
| Dates of Prior Services: | |
| Dollar Value of Prior Services | |
| Description of Prior Services Performed | |

Authorized Signature of Offeror

Date of Signature

EXHIBIT D**OUTLINE FOR PRESENTATION OF METHOD OF PERFORMANCE**

The offeror should use this format as an outline to provide information concerning their method to satisfy the requirements of the RFP.

GENERAL

Describe assumptions made in preparing the proposal.

Provide an organization chart identifying the staffing and lines of authority for key personnel to be used during implementation and for on going services.

RESEARCH MATERIALS

Describe the manner in which research materials will be provided.

Describe how periodic updates will be performed including:

- Frequency of updates
- Method by which updates will be accomplished
- Roles and responsibilities of the state agency vs. the contractor
- Length of time the system will be out of service when installing updates

Specify materials that will be provided to satisfy mandatory basic research materials list.

Specify other research materials the offeror proposes to provide.

Specify if any research materials will be provided in languages other than English or in Braille. Describe how this will be accomplished.

Describe the manner in which reference material assistance will be provided.

TECHNICAL REQUIREMENTS

Describe all operation and technical specifications for each hardware component being proposed. Including but not limited to the following:

- Processor speeds, including models and manufacturers
- Memory configurations, including models and manufacturers
- Data storage capacities, including manufacturers and models
- Power requirement, including fluctuation tolerances
- Acceptable operating environments – temperature ranges, humidity ranges

Describe all electrical (power) requirements for each piece of equipment component proposed. At a minimum specify minimum and maximum voltages, amperage and tolerance for power fluctuations

Describe all limitations, if any, of the proposed equipment relating to the state agency's cabling specifications including, but not limited to length.

Provide proof of licenses for every software component.

Describe capabilities of accommodation for disabilities; i.e. visual impairment.

Describe capabilities for saving searches, bookmarks, etc.

Describe any enhancements beyond the minimum requirements.

SYSTEM ADMINISTRATION

Describe the system administrator's functions and capabilities as they relate to the following:

- UserID and password administration
- Tracking of multiple administrative accounts
- Recording and reporting on individual offender usage of the system
- System backup and restoration functions
- Installation and maintenance of offender workstation software
- Control, monitoring, and recording of use of the offender workstations
- Identification of tampering with offender workstations
- Printing functions

Provide samples of reports that the system administrators may generate.

Provide samples of documentation (manuals) that will be provided to system administrators.

PRINT MANAGEMENT

Describe the manner by which printing of documents will be controlled by the system administrator.

Provide a sample of a printed document.

NETWORK AND COMMUNICATIONS CAPABILITY

Describe network and communication capabilities and restrictions including:

- Method by which connectivity to other networks will be prohibited or restricted
- Method by which communications between offenders will be prohibited
- Method by which connectivity to contractor will be enabled

OFFENDER WORKSTATIONS

Describe the configuration of the offender workstation.

Describe the security features of the offender workstations as they relate to:

- Restriction of connectivity
- Tampering alerts, reports
- Function restrictions

Describe the tolerance of the offender workstation to abuse, tampering, and power fluctuations.

SYSTEM ADMINISTRATOR WORKSTATION

Describe the configuration of the system administrator workstation.

Describe the security features of the system administrator workstations as they relate to:

- Restriction of connectivity
- Tampering alerts, reports
- Function restrictions

Describe the tolerance of the system administrator workstation to abuse, tampering, and power fluctuations.

SYSTEM SECURITY

Describe the security features of the system including:

- Auto logoff capabilities
- Tampering alerts
- Passwords

IMPLEMENTATION

Specify all components and resources that the state agency must provide to bring the system to full operation capacity.

Specify information that the offeror will need from the state agency in order to accomplish installation and implementation of the system.

Provide a detail work plan for the planning and installation of the system. At a minimum the plan should address:

- Advance planning – site surveys, site preparation requirements
- Resource identification and technical configuration
- Resource acquisition and deliver
- Hardware installation
- System setup
- Customer Training
- System Implementation
- Responsibilities (offeror vs. state agency)
- A sequential step-by-step description of tasks and the number of days required to perform the task
- Proposed schedules and timelines stated in terms of calendar days with day zero being the date of contract award

MAINTENANCE

Specify the process by which hardware and software problems will be identified, reported, tracked and resolved including:

- Roles and responsibilities of the state agency regarding problem resolution
- Problem escalation procedures including decision points
- Process to resolve hardware and software problems that are the contractor responsibility

Describe specific maintenance and repair procedures including:

- Requirements for access to system outside normal work hours of 8 am – 4 pm
- Repair or replacement of failed components
- Planning, scheduling, and installation of software fixes

- Planning, scheduling, and installation of software updates (new versions)
- Planning, scheduling, and relocation of equipment

Specify the maximum period of time that the system will be out of service due to repair or replacement of components and manner in which repair/replacement will be accomplished within the maximum time period.

Specify all requirements relating to preventive maintenance including:

- Roles and responsibilities of the state agency vs. the contractor
- Frequency of preventive maintenance
- Manner and time period in which preventive maintenance will be accomplished

Specify the processes and activities required to add additional workstations after the system is operational including:

- Planning and acquisition of additional workstations
- Construction of the workstation, including installation of software
- Addition/attachment of the workstation to the system
- Initiating operational capabilities for the workstation

TECHNICAL SUPPORT

Describe the proposed phone in "help-desk" services including:

- Hours of availability
- Means to restrict use to authorized state agency staff only

Describe the online help functions that will be available to offenders.

Describe how offenders will be restricted from accessing help functions relating to system administration.

Describe the online help functions that will be available to system administrator.

TRAINING

Describe the level of general knowledge of and experience operating computer hardware and software that will be required of offenders.

Describe written and/or online training materials that will be provided for offenders.

Describe the level of general knowledge of and experience operating computer hardware and software that will be required of system administrators.

Describe the training that will be provided to system administrators both initially and on going.

Describe written and/or online training materials that will be provided for system administrators.

EXHIBIT E
SUBMISSION IS MANDATORY

MISCELLANEOUS INFORMATION

Employee Bidding/Conflict of Interest

Offerors who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the offeror and/or any of the owners of the offeror's organization are currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information.

| | | |
|---|--|---------|
| Name of State Employee, General Assembly Member, or Statewide Elected Official: | | |
| | In what office/agency are they employed? | |
| | Employment Title: | |
| Percentage of ownership interest in offeror's organization: | | _____ % |

| | | |
|---|--|---------|
| Name of State Employee, General Assembly Member, or Statewide Elected Official: | | |
| | In what office/agency are they employed? | |
| | Employment Title: | |
| Percentage of ownership interest in offeror's organization: | | _____ % |

**STATE OF MISSOURI
DEPARTMENT OF CORRECTIONS**

TERMS AND CONDITIONS -- REQUEST FOR PROPOSALS – CANTEEN FUNDS

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means Missouri Department of Corrections.
- b. **Amendment** means a written, official modification to an RFP or to a contract.
- c. **Attachment** applies to all forms that are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- e. **Contact Person** means the staff member identified on Page 1 of the Request for Proposal that is responsible for coordinating the procurement.
- f. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- g. **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- h. **Exhibit** applies to forms that are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified opening date and time.
- i. **Request for Proposal (RFP)** means the solicitation document issued by the state agency to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- j. **May** means that a certain feature, component, or action is permissible, but not required.
- k. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a proposal being considered non-responsive.
- l. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- m. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature that govern the operations of all agencies of the State of Missouri.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state agency.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.

3. OPEN COMPETITION / REQUEST FOR PROPOSAL DOCUMENT

- a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the state agency if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the state agency contact person, unless the RFP specifically refers the offeror to another contact. Such communication should be received at least ten calendar days prior to the official proposal opening date.
- b. Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable proposal process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP opening date may not be answered.
- c. Offerors are cautioned that the only official position of the state agency is that which is issued by the state agency in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The state agency in concert with the Office of Administration, Division of Purchasing and Materials Management monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The state agency reserves the right to officially amend or cancel an RFP after issuance.

4. PREPARATION OF PROPOSALS

- a. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.

- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand that meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to propose an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. In the event that the offeror is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the state agency and the offeror, if such offeror is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP. Any such offeror needs to include in the proposal, a complete list of statutory references and citations for each provision of the RFP that is affected by this paragraph.
- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Prices proposed shall remain valid for 90 days from proposal opening unless otherwise indicated. If the proposal is accepted, prices shall be firm for the specified contract period.
- i. Any foreign offeror not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

5. SUBMISSION OF PROPOSALS

- a. Proposals must be delivered to the Department of Corrections, Contract Coordination and Management Unit, 2729 Plaza Drive, Jefferson City, Missouri 65109-1146. Proposals must be sealed in an envelope or container, and received no later than the exact opening time and date specified in the RFP. All proposals must (1) be submitted and signed by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, and (3) be priced as required. However, it shall be the responsibility of the offeror to ensure their proposal is in the Contract Coordination and Management Unit's (CCMU) office (address listed above) no later than the exact opening time and date specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal that has been delivered to the CCMU office may be modified by signed, written notice that has been received by the CCMU prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal that has been delivered to the CCMU office may only be withdrawn by a signed, written notice or facsimile which has been received by the CCMU prior to the official opening date and time specified. A proposal may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone, e-mail, or telegraphic requests to withdraw a proposal shall not be honored.
- e. Offerors must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.

6. PROPOSAL OPENING

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document.
- b. Proposals that are not received in the CCMU office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. A preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected before contract award. Upon discovering an apparent clerical error, the state agency shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the state agency to be in the best interest of the State of Missouri.
- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the state agency. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the state agency.
- d. Award shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, and other evaluation criteria specified in the RFP.
- e. In the event all offerors fail to meet the same mandatory requirement in an RFP, the state agency reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the state agency reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. The state agency reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the state agency reserves the right to consider relevant information and fact, whether gained from a proposal, from a offeror, from offeror's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.

- i. Any award of a contract shall be made by notification from the state agency to the successful offeror. The state agency reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by state agency based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the state agency.
- j. All proposals and associated documentation which were submitted on or before the official opening date and time will be considered open records pursuant to Section 610.021 RSMo following the official opening of proposals.
- k. The state agency posts all proposal results on their website and maintains all proposal file material for review in the CCMU office. Offerors who include an e-mail address with their proposal will be notified of the award results via e-mail.
- l. The state agency reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any award protest must be received within ten (10) calendar days after the date of award.
- n. The final determination of contract award(s) shall be made by the state agency.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP and any amendments thereto, (2) the contractor's response (proposal) to the RFP, (3) clarification of the proposal, if any, and (4) the state agency's acceptance of the proposal by "notice of award".
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the state agency prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

10. INVOICING AND PAYMENT

- a. The state agency does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the contract number and/or the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the state agency.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- e. The state agency assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state agency's rejection and shall be returned at the contractor's expense.

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by the state agency pursuant to the contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The state agency reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The state agency's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state agency may have.

13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the state agency, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state agency's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the state agency of any existing or future right and/or remedy available by law in the event of any claim by the state agency of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the state agency and State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the state agency.

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the state agency may cancel the contract. At its sole discretion, the state agency may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the state agency, within 10 working days from notification, a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the state agency will issue a notice of cancellation terminating the contract immediately.
- c. If the state agency cancels the contract for breach, the state agency reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state agency deems appropriate and charge the contractor for any additional costs incurred thereby.

17. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the state agency immediately.
- b. Upon learning of any such actions, the state agency reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the state agency, the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the state agency shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the Office of Administration, Division of Purchasing and Materials Management until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

21. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

22. FILING AND PAYMENT OF TAXES

The state agency shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore offeror's failure to maintain compliance with chapter 144, RSMo may eliminate their proposal from consideration for award.

23. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

Canteen Fund Version Revised 9/22/05

**ATTACHMENT 1
LIST OF LOCATIONS AND REQUIREMENTS**

| Location | * Custody Level | Offender Population Capacity | Legal Library Hours | Estimated Offender Workstations |
|---|------------------------|-------------------------------------|----------------------------|--|
| Algoa Correctional Center Jefferson City, MO | 2 | 1565 | T, W, F, Sa 9a – 8p | 4 |
| Boonville Correctional Center Boonville, MO | 3 Trtmt | 1256 60 | M - F 8a – 8p | 3 |
| Central Missouri Correctional Center Jefferson City, MO (temporarily closed) | 2 | 1000 | Tu - F 10a - 9p | 3 |
| Chillicothe Correctional Center Chillicothe, MO | 2 - 5 | 525 | Tu - F 9a – 8p | 2 |
| Crossroads Correctional Center Cameron, MO | 5 | 1500 | M – F 8a – 8p | 8 |
| Eastern Reception, Diagnostic, & Correctional Center Bonne Terre, MO | R & D 4 5 2 | 1007 1581 96 | M – F 8a – 6p | 9 |
| Farmington Correctional Center Farmington, MO | 2 & 4 Trtmt | 2257 375 | M – F 8a – 9p | 8 |
| Fulton Reception & Diagnostic Center Fulton, MO | R & D 3 | 1072 200 | M – F 8a – 4 p | 3 |
| Jefferson City Correctional Center Jefferson City, MO | 5 | 1996 | M – F 10a – 8p | 10 |
| Maryville Treatment Center Maryville, MO | 2 | 525 | M – F 9a – 9p | 2 |
| Missouri Eastern Correctional Center Pacific, MO | 3 | 1100 | M – Th 8a – 7p | 3 |
| Moberly Correctional Center Moberly, MO | 3 | 1800 | M – F 8a – 9p | 5 |
| Northeast Correctional Center Bowling Green, MO | 4 | 1935 | M – Sa 8a – 9p | 6 |
| Ozark Correctional Center Fordland, MO | 2 | 650 | W – Sa 9a – 8p | 2 |
| Potosi Correctional Center Mineral Point, MO | 5 2 | 772 80 | M – F 8a – 4p | 4 |
| South Central Correctional Center Licking, MO | 5 2 | 1450 192 | M – F 8a – 8p | 8 |
| Southeast Correctional Center Charleston, MO | 5 2 | 1450 192 | M – F 8a – 9p | 8 |
| Tipton Correctional Center Tipton, MO | 2 | 1088 | M – Sa 8a – 4p | 3 |
| Western Missouri Correctional Center Cameron, MO | 3 - 4 | 1925 | Su – Sa 8a – 8p | 6 |
| Western Reception, Diagnostic, & Correctional Center St. Joseph, MO | R & D 2 Trtmt | 529 755 650 | Tu – Sa 9a – 9p | 5 |
| Women's Eastern Reception, Diagnostic, & Correctional Center Vandalia, MO | R & D 2 5 Trtmt | 100 1560 240 | Su – Sa 8a – 9p | 7 |

***R&D - intake population receiving orientation, classification and assignment to another facility**

Trtmt – a Treatment Center that is normally a separate housing unit

2 - Minimum Security, 3 – Medium Security 4 & 5 – Maximum Security

ATTACHMENT MODIFIED VIA AMENDMENT #001

ATTACHMENT 2
Minimum Resources List
Missouri Department of Corrections Law Libraries (2006)

FEDERAL

Supreme Court Reporter
Federal Reporter
Federal Supplement
United States Code Annotated
Federal Sentencing Guidelines
Federal Local Court Rules (including District and Appellate Courts)
Federal Rules of Evidence
Federal Rules of Civil and Criminal Procedure
Federal Forms
Federal Digest
Federal Practice Digest
Federal Practice and Procedure, including

- Civil and Criminal Judicial Procedure and Rules
- Habeas Corpus Practice and Procedure
- Jury Practice and Instructions
- Appellate Practice and Procedure

MISSOURI

State Reporters and Revised Statutes (all states)
Missouri Annotated Revised Statutes (including Missouri and U.S. Constitutions)
Missouri Administrative Code
Missouri Court Rules
Missouri Practice and Procedure, including

- Civil and Criminal Judicial Procedure and Rules
- Post-Conviction and Habeas Corpus Relief
- Appellate Practice and Procedure

Missouri Criminal and Civil Forms Books
Missouri Digest
Missouri Approved Jury Instructions (Civil and Criminal)

REFERENCE MANUALS

Black's Law Dictionary
American Jurisprudence or Corpus Juris Secundum
American Law Reports
Law of Probation and Parole (federal and state)
Prisoners and the Law
Guidebook on Legal Research and Writing
Guidebook on Civil Rights
Guidebook for the Pro Se Criminal Defendant

ATTACHMENT ADDED VIA AMENDMENT #001

Attachment 3**Law Library Material Expenditures**

| Institution | FY04 | FY05 |
|--|----------------------|----------------------|
| ALGOA CORRECTIONAL CENTER | \$ 22,919.40 | \$ 25,002.68 |
| BOONVILLE CORRECTIONAL CENTER | \$ 29,624.13 | \$ 32,929.48 |
| CENTRAL MISSOURI CORRECTIONAL CENTER | \$ 23,733.82 | \$ 16,995.10 |
| CHILLICOTHE CORRECTIONAL CENTER | \$ 27,692.05 | \$ 26,288.68 |
| CROSSROADS CORRECTIONAL CENTER | \$ 22,383.95 | \$ 19,753.00 |
| EASTERN RECEPTION DIAGNOSTIC CORRECTIONAL CENTER | \$ 17,092.05 | \$ 33,383.92 |
| FARMINGTON CORRECTIONAL CENTER | \$ 30,128.00 | \$ 29,456.06 |
| FULTON RECEPTION DIAGNOSTIC CORRECTIONAL CENTER | \$ 24,789.97 | \$ 11,348.43 |
| JEFFERSON CITY CORRECTIONAL CENTER | \$ 32,500.70 | \$ 25,416.68 |
| MARYVILLE TREATMENT CENTER | \$ 14,094.15 | \$ 16,647.94 |
| MISSOURI EASTERN CORRECTIONAL CENTER | \$ 6,402.05 | \$ 9,179.14 |
| MOBERLY CORRECTIONAL CENTER | \$ 35,411.34 | \$ 25,095.67 |
| NORTHEAST CORRECTIONAL CENTER | \$ 27,929.58 | \$ 18,582.50 |
| OZARK CORRECTIONAL CENTER | \$ 19,598.37 | \$ 18,805.50 |
| POTOSI CORRECTIONAL CENTER | \$ 690.25 | \$ 1,809.03 |
| SOUTH CENTRAL CORRECTIONAL CENTER | \$ 14,268.59 | \$ 4,621.04 |
| SOUTHEAST CORRECTIONAL CENTER | \$ 29,249.03 | \$ 25,657.05 |
| TIPTON CORRECTIONAL CENTER | \$ 15,841.50 | \$ 16,846.30 |
| WESTERN MISSOURI CORRECTIONAL CENTER | \$ 19,297.15 | \$ 15,849.68 |
| WESTERN RECEPTION DIAGNOSTIC CORRECTIONAL CENTER | \$ 18,935.40 | \$ 14,681.22 |
| WOMEN'S EASTERN RECEPTION DIAGNOSTIC CORRECTIONAL CENTER | \$ 35,426.58 | \$ 38,439.73 |
| TOTAL | \$ 468,008.06 | \$ 426,788.83 |